

HONGKONG, THURSDAY, JUNE 16th, 1887.

[illegible]



defendant and my said late purchaser of his shares were those who intended to sell their shares as agents with Taylor & Fry as first purchasers of the 125 shares under the bounty and sale certificate of the 16th and 18th Decemr. and he told me that he had no power to enter into any subsequent contract or arrangement in respect to these shares. It appears to me, however, quite clear, that at least as the defendant retained control of these shares, and as the hand of the transfer was in the hands of the other in his own possession or in the hands of Lindsay, acting for him, to enter into new arrangements with regard to the sale and the sale of these shares, and by agreement with the defendant (Taylor) it was evident that the question of delivery and accept as transferee in his place the plaintiff of such other person as might be substituted. I think, moreover, that the defendant who appeared to have been the agent for the transfer of his shares on the Shanghai share market must be taken to have been cognizant of the usages prevailing in that business, and that he consequently, while it was so evident to the question of Goro-Both to sell the 125 shares, he agreed to do so without any limitation of his powers, must have intended that Goro-Both should put the transaction through in the manner or which was customary in carrying out such deals. Without in any way holding that the usage or custom to which the plaintiff's witnesses have deposed is a custom or usage of such force or effect as to bind the defendant, Courts are bound to take notice of prevalent and binding on that of custom is strong evidence to show that Lindsay and Goro-Both were acting within the scope of their authority from the defendant. In Bowring v. Sheppard Mr. Justice Willes said "I do not think it necessary to rely on the position of the Stock Exchange except so far as this." I agree with the distinction that it does not affect the intrinsic character of the authority given to the agents, but that I think it is admissible as evidence to show that the agents acted as ordinary brokers. Canallinas, who were employed by the defendant were employed to deal according to the usages of the market in which they were brokers, but authorities to which they did not refer to the transfer. That is the only importance I attach to the usage of the Stock Exchange". In the same case Mr. Justice Montague Smith said "I think the defendant may be taken to know the customs and usages of the bazaar according to the rules of the Stock Exchange, and that being so the acts of the brokers as the agents of the defendant cannot be held to be ultra vires if the question arises as to the ultimate seller through the intervention of other brokers, that contract which the brokers so make they make as the agents of the defendant, and it seems to me that the defendant is bound to observe the usual course of dealing clear that until delivery, transfer, and payment had been made of for the shares in question Goro-Both continued to be the defendant's broker in the sense of purpose completing the transaction, and although he may also have acted as broker for Taylor I do not see that that affects the matter. Being then the defendant's broker, he, in consequence of the actual course of dealing, pledges his principle to a transfer of the shares to the plaintiff and he obtains the purchase money from plaintiff and hands it over to Lindsay as attorney for defendant. The fact that the plaintiff has made the sale notwithstanding that the plaintiff has made out his cases so far as price of contract is concerned and that it is in its main features sufficiently in accordance with the point made by the defendant's counsel I think that there was a failure on the part of the defendant to carry out his share of the contract in as much as he failed to deliver to the plaintiff the shares sold to him in full and that if he did not leave sufficient shares at the Bank to meet the delivery order given by Lindsay he was bound to have found others to have such orders met. The argument of the learned counsel as to the defendant having done all that he was bound to do under the contract supposing him to have been bound to anything more than to give the delivery order is really the case of Story v. Russell 23 L.J.Q.B. 287, but I cannot say that one loses on the present occasion. In Story v. Russell the seller of the shares bought the goods from the plaintiff and notified the purchaser, who in point of fact refused to take them, whilst in the present case the plaintiff's grievance is that the defendant failed to offer or give him the shares sold to him. The defendant's plea is that new shares issued in substitution of the plaintiff's claim unless delivery was obtained under it (which it undoubtedly was not) and although Mr. Robinson asserted that the plaintiff had not and could not order the defendant not presenting the delivery order immediately after its date, he cited no authority whatever in support of that proposition. As regards the case generally, it appears on the one hand that the plaintiff had not obtained the shares he contracted and paid for, whilst the defendant has received and retained the purchase money of them; that the defendant has delivered or transferred the shares to the plaintiff in compliance with his demand, whilst his complaint has presented his delivery order at the Bank on or about the 17th May, to other persons, and that he hence until the suit was brought repudiated his liability to plaintiff and that the defendant in the matter on his account by Goro-Both and Lindsay. On the other hand the plaintiff certainly seems to have been somewhat lax both in the previous order for the shares and in his proceedings in this suit. I do not attach much weight to his non-presentation of the blank transfer issued and delivery order to the Bank on the 3rd June, saying that he was not able to meet his demands, and he owes to a certain extent across his not having either presented his suit by reason of the defendant being in Hong Kong and his expectation that he would be able to attend the trial and take these steps proceedings in the matter. On the whole I am clearly of opinion that the plaintiff is entitled to recover from the defendant the amount he claimed and I consider that the arguments of the defendant are of such nature as to deprive them of the usual course as to interest and costs. There will be judgment for the plaintiff for Ts. 3590, with interest as defined, and costs.

**THE QUEEN'S THANKS.**

The following proclamation is published in Saturday's Gazette—  
[L.S.] W. G. Cameron.  
By His Excellency Major-General William Gordon Cameron, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief of the Colony of Hongkong and its dependencies, and Vice-Admiral of the same.

TO THE INHABITANTS OF HONGKONG.

His Excellency hereby notifies that he has received instructions to proclaim that the Queen Victoria desires to tender thanks to Almighty God for the many services volunteered to Her during Her reign, and for the loyalty of her faithful subjects throughout the Dominion; and she desires to express her desire to be known to all Churches and Places of Worship at any Thanksgiving Service which may be held on the 21st June.

By Command,  
  
FREDERICK STEWART,  
Acting Colonial Secretary.

God Save The Queen.

Given at Government House, Hongkong, this 11th day of June, 1897.

**GOLD MINING IN SHANTUN**


With reference to the Shantung gold mining enterprise a correspondent up North writes to us (*Daily News*) that he has heard from two Chinese, who ought to be reliable, that the results that are being obtained. One informant our correspondent that the mines were giving 50 loads weight and the other said 24 tons weight of ore a day. But our correspondent says that the figures are altogether too correct the mines that are going on very satisfactorily.

According to the *She-nan*, the gold mines at Shwang Shan, about 100 miles from Choo are now producing 900 loads of ore a day. A quantity of 200 tons a time continually. A steam-engine has been obtained from San Francisco, and works a number of pounders or crushers, which can dispose of 50 tons of ore a day. The quicksilver troughs has been produced from the sea, but as the natural supply of water is very good, six tons of mercury can be washed out of each ton of ore. At present the shaft is only 120 feet deep. At present the shaft is only 120 feet deep, but improvement is hoped for as the depth progresses.



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 struck asleep" Miss MAY  
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 Mrs. Timothy—"And  
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 daughter" Miss MAY MELVILLE

SCENE—MUDD SPRINGS.  
 incidental to the Comedy will be introduced the  
 following musical numbers.  
 "Poppen's" chorus BOCCACCIO  
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 "Three Musical Fellows" BOCCACCIO  
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Who'll buy my flowers.....	MISS MELVILLE
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Hongkong, 16th June, 1887. ] 1132

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NOTICE.

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 OF THE HIGH CHURCH OF THE APOSTOLICAL CHURCH OF THE  
 HONGKONG, A SOLEMN TE-DEUM will be sung  
 in the Roman Catholic Cathedral (Glendalough).  
 All the Catholic Community is invited.  
 Hongkong, 16th June, 1887. [1179]

**BANK HOLIDAY.**  
 In accordance with Section 4 of Ordinances  
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 the day of the celebration of the FIFTEEN ANNIVERSARY  
 OF THE HIGH CHURCH OF THE APOSTOLICAL CHURCH OF THE  
 HONGKONG, A SOLEMN TE-DEUM will be sung  
 in the Roman Catholic Cathedral (Glendalough).  
 All the Catholic Community is invited.  
 Hongkong, 16th June, 1887. [1179]

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